

S.F.Box - Terms and Conditions (HK)

Terms of Use

By downloading or using S.F. Box mobile application and selecting agree to accept this Terms and Conditions, users are deemed to understand and agree with this Terms and Conditions. User may also select to agree to receive all the promotion and discount information of S.F. Box. Users are responsible for ensuring the security of the personal information held on their mobile or other devices which are used to install S.F. Box.

Intellectual Property & Copyright

The information and materials on this mobile application are protected under intellectual property laws and rights (including without limitation laws protecting copyright). Infringement may occur if users download, copy, transmit, publish, store or otherwise use or deal with the information contained in this mobile application without the prior consent of S.F. Express (Hong Kong) Limited (hereinafter referred to as "S.F.").

Types of Personal Information Collected

While using S.F. Box service, all the personal information collected, such as users' name, mobile number, address, email address and birthday details are for internal or promotional use only, and will not be disclosed to any third party and will be protected by S.F.'s Data Privacy Policy Statement. For credit cards payment (VISA, Master Card), credit card data will be securely encrypted and transmitted directly to the payment gateway for payment authorization.

Disclaimer

S.F. shall use its best endeavour to ensure the prices, details and box sizes are accurate. S.F. reserves the right to revise the price and details without prior notice. All photographs or images shown on this mobile application are for reference only.

Storage

All document boxes, plastic boxes and wardrobe boxes are properties of S.F.. Document boxes and wardrobe boxes will be given to customers for free at the end of the rental period.

Items stored must not include prohibited, illegal, perishable, stolen or counterfeit items. Other prohibited items include but are not limited to chemicals, drugs, hazardous or toxic materials; flammables, firearms, weapons or explosives; liquids, compressed gases or items which emit odor or fumes; plants, creatures, food, the remains of creatures; fragile items such as glassware, crockery, light bulbs, collectables; currencies, bonds or securities, jewellery, antiques, fine art, fine wines, precious metals or other high-valued items; any personal property that would result in the violation of law or regulation of governmental authority; any items are reasonably suspected of being dangerous to the environment and the safety or health of people. If customers proceed to store any above items, customers will waive all rights and claims against S.F. S.F. shall not bear any liability in relation to any loss incurred. If S.F. suffers any loss incurred because customers proceed to store any above items, S.F. reserves all rights and claims against the customers.

S.F. strongly advises that customers should not store any original personal documents (including but not limited to passports, driving licenses, passbook and ID cards), any documents that contains personally identifiable information, including but not limited to date of birth or bank account number or documents which contain information that can be used to steal someone's identity. If customers proceed to store any above items, customers will waive all rights and claims against S.F. S.F. shall not bear any liability in relation to any loss incurred.

Customers understand and agree that S.F. is not liable for the natural growth of mold or mildew on your properties. S.F. provides ambient storage facility with normal humidity, customers shall not store any items which need to be kept in a specific temperature or humidity.

In order to ensure the safety of customers' stored goods and avoid the boxes to be opened by third parties, S.F. shall provide independent encoded plastic straps or label stickers to seal the boxes in the presence of customers. In the event the plastic strap or sticker has some rupture or damage which are not made by human factors, S.F. shall not bear any liability, and shall promptly inform the customers to exchange the plastic strap or sticker and provide the corresponding independent code.

Unless otherwise agreed by S.F., customers shall not visit the storage facility to organize the stored items.

Under the following circumstances, S.F. has the right to open and inspect customers' stored items without prior notice:

- (1) Upon lawful inspection request with search warrant or court order of law enforcement agency or governmental authority such as the Police Force, Fire Department; or
- (2) Any items that are reasonably suspected by S.F. of being at risks of property damage, bodily injury or death.

S.F. has the right to refuse storage of customers' goods which is reasonably believed by S.F. to possess safety risks to any person, storage facilities, or warehouse.

For any loss or damage of plastic boxes or wardrobe boxes or any S.F.'s property caused by customers, S.F. has the right to charge relevant loss and fees.

Delivery Services

Customers shall provide accurate and true delivery address to S.F. in order to provide courier service for the stored items. Customers shall inform S.F. if there is any change to their addresses, otherwise, S.F. shall not be held liable for any loss caused to the stored items being delivered to a wrong address. S.F.'s obligation is deemed complete when the stored items are delivered and receipt has been acknowledged at the address provided by the customers, customers cannot pursue any further rights against S.F. thereafter.

If lifts cannot reach the floor of delivery address directly or no lift is provided in the building, there will be an extra fee.

No cancellation or modification can be made once the order is confirmed. In case customers fail to show up on the scheduled delivery day, S.F. reserves the right to charge transportation cost against the customers.

Any claims for damage to and/or loss of the stored item must be made in writing to S.F. within 3 days of delivery or issuance date of official damage notice, whichever is earlier. Otherwise, customers are deemed to be regarded as waiving their rights to claim and S.F. shall bear no liability whatsoever.

While storm signal No. 8 or above, red or black rainstorm warning is in effect, all services will be cancelled without prior notice.

S.F. has right to alter or modify the delivery schedules or routes due to the occurrence of force majeure events. According to S.F.'s waybill Terms and Conditions: "SF will make every reasonable effort to deliver the shipment according to SF's regular delivery schedules, but these are not guaranteed and do not form part of the contract. SF is not liable for any damage or loss caused by delays", S.F. is not liable for failure to perform its obligation due to the occurrence of force majeure events.

S.F. shall be excused from such performance failure and will not bear any liability towards any loss or damages incurred.

Force majeure events include but are not limited to war, terrorism activities, strikes or other labour movement, riots, severe weather, conflagration, storm or other natural disaster, failure of telecommunication network, power outage, traffic jam or road closures.

Unless otherwise agreed in writing, S.F. shall not guarantee any delivery lead time. S.F. shall not be liable for making any service fee refund or compensation caused by any delay in delivery.

Service Charge

Service charge shall be displayed on the application in accordance with the service selected. S.F. is entitled to revise the service fees at any time without prior notice. Customers shall visit the FAQ on the application for service charge details.

S.F. accepts payments made by Visa, MasterCard. All credit card used on the application must be valid and under the customers' name. S.F. shall not be responsible for any liability relating to any credit card error. S.F. reserves the right to cancel any order placed by customers if S.F. fails to collect payment or has reasonable doubt as to the integrity of the transaction. S.F. accepts no responsibility for any loss which may arise as a result of the making payment with credit card.

Insurance and Claims

The maximum liability of S.F. towards each box/item of each customer shall be USD100 if it is lost or damaged under S.F.'s custody.

Customers shall make sure their stored goods are wrapped properly and carefully packed. Regardless of how well the items are packed, they will be moved around during transportation and may be jostled at times. Customers understand and agree that if customers proceeded to store fragile items or Oversized Items, all rights and

claims against S.F. are waived in the event such fragile items or Oversized Items are damaged.

S.F. is not liable if the stored goods are lost or damaged under S.F.'s custody while our packing boxes are not damaged and security plastic straps/labels are not destroyed by human factors, the losses or damages of goods are not covered by the insurance policy and S.F. shall not bear any responsibility.

Service Termination

S.F. is entitled to reject goods which S.F. decides to be unacceptable, customers shall pay any related transportation charges.

Customers may at any time terminate the rental service by giving S.F. a written notice. S.F. shall not make any service charge refund or exemption due to customers' early termination. Customers can get back their stored goods after paying all outstanding fee and debts.

If customers fail to settle any unpaid amount or/and fail to collect the stored goods 90 days after the termination date, S.F. reserves the right to dispose, take possession of the stored goods for sale or auction without any notice and compensation.

Governing Law and Severability

These Terms and Conditions are governed by and construed in accordance with the laws of Hong Kong. Each customer and S.F. Express irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.

If any provision under this terms and conditions shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired nor shall the validity or enforceability of this terms and conditions in any other jurisdiction be affected.

S.F. may, at its sole discretion, amend or update this terms and conditions and any content on the application, including all services provided by S.F., without prior notice.

In case of any dispute, the decision of S.F. Express shall be final. In case of any discrepancy between the English version and the Chinese version of the details and the Terms & Conditions of this promotion, the Chinese version shall prevail.